MARCIA A. LECLERC MAYOR

### TOWN OF EAST HARTFORD

(860) 291-7271

PURCHASING DEPARTMENT

740 Main Street
East Hartford, Connecticut 06108

FAX (860) 282-4857

### TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #16-11

RE: Electrical On-Call Services

Proposals will be received at the Office of the Purchasing Agent, Town Hall, 740 Main Street, East Hartford, Connecticut, 06108 until Wednesday, November 4, 2015 at 11 a.m. at which time they will be publicly opened and recorded.

Information and Specifications are available at the above office or on the Town of East Hartford bid's website at http://www.easthartfordct.gov/bids

The right is reserved to reject any or all bids when such action is deemed to be in the best interest of the Town of East Hartford, Connecticut

> Michelle A. Enman Purchasing Agent (860) 291-7271

### TOWN OF EAST HARTFORD, CONNECTICUT

#### STANDARD INSTRUCTIONS FOR BIDDERS

- 1. Sealed bid proposals will be received by the purchasing agent until the date and time on the title sheet. Bids received later than the date and time specified will not be considered and will be returned unopened. Prices cannot be changed or altered after the bid opening.
- 2. Bids are to be returned to the Town in an envelope that clearly states the bid number. The name and address of the bidder should appear in the upper left hand corner of the envelope. Bids will not be accepted via fax or e-mail.
- 3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or be represented at all openings. Bid results are mailed to all responding bidders.
- 4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
- 5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent and negotiate any terms, conditions and prices of an awarded bid when such action is in its best interest.
- 6. Bidders should familiarize themselves with the items and/or conditions set forth in the bid specifications. Failure by the bidder to inform himself will not be accepted as an excuse from fulfillment of the bid specifications.
- 7. All vendors doing business with the Town certify upon acceptance of a bid by virtue of their signature on their bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures. Vendor agrees to cooperate fully should the Town choose to audit this compliance.
- 8. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award if not part of the original bid terms.
- 9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.

- 10. The purchasing department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to, price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.
- 11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect "see literature" will not be acceptable.
- 12. Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.
- 13. The Town's competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder's financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
- 14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
- 15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
- 16. Alternate proposals will not be considered unless specifically called for in the bid.
- 17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
- 18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
- 19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.

- 20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. The purchasing department will verify that no delinquent taxes are owed before any bid is awarded.
- 21. Please include a corporate resolution with your submittal. Sample formats for Corporations and Professional Corporations, Limited Liability Company and Partnerships (including Limited Partnership and Limited Liability Partnership) are attached in this packet.
- 22. The bidding entity is required to provide evidence from the Connecticut Secretary of State that they are in good standing and qualified to conduct business in the State of Connecticut



#### TOWN OF EAST HARTFORD' CONNECTICUT

#### INSTRUCTIONS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS

1. A Certificate of Insurance naming the Town as an additional insured will be required of the **awarded bidder.** The <u>insurance indemnification</u> clause is contained with the bid specifications.

#### **LINE CHECKED RELATES TO THIS PROJECT:**

Specific	This is a cations.	prevailing	wage bid	and	the	wage	rates	are	included	within	the	Bid
<u>X</u> _	This <u>is no</u>	<u>t</u> a prevailing	g wage bid	l.								

2. In accordance with state law, each contract for the construction, remodeling or repair of any public building or public works or improvements shall contain the following provision when the cost of construction, remodeling or repair exceeds the limits as provided in Connecticut General Statutes 31-53; "the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection (h) of Section 31-53 for the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of East Hartford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as parts of his wages the amount of payment or contribution for his classification on each pay day".

#### LINE CHECKED RELATED TO THIS PROJECT:

	This is a required bonded project
X	No bonds or any other form of guarantee will be required for this bid project.

3. <u>(IF REQUIRED):</u> A Bid Bond must be submitted with the bid from all bidders and may be in the form of certified check or cashier's check payable to "The Town of East Hartford" or a bond of a surety company authorized to transact business in the State of Connecticut. No checks will be returned until the bid is awarded. If you are the awarded bidder, your check will be held until it is replaced with another Guarantee of Performance. Bid Bond shall be 5% (five percent) of total bid price.

A Guarantee of Performance will be required of the awarded bidder and may be in the form of a certified check or cashier's check payable to "The Town of East Hartford" or a bond of a surety company authorized to transact business in the State of Connecticut. Checks will be retained by the Town for period of time after final acceptance and payment as determined by the complexity of the project.

Performance Bond shall be 100% (one hundred percent) of awarded bid price.

- 4. Before starting any work awarded bidders are responsible for obtaining permits as required by Federal, State, MDC, Utilities and/or Town regulations. Any applicable fees shall be included in the total bid price. Town of East Hartford permits will be issued at no charge.
- 5. The bidder shall abide by all OSHA, Federal, State and local laws, ordinances and regulation, which any manner affect those engaged or employed on the work, or the materials or equipment used in the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance. If bidder shall discover any provisions in the drawings, specifications or contract, which are in conflict with any such law, by-law or ordinance or regulation, he shall report it to the Town in writing with the bid proposal.
- 6. Throughout the work period, the contractor shall maintain the work site in a generally accepted standard of cleanliness, free from accumulation of waste materials or rubbish caused by his operations and shall take prompt action to correct any hazardous conditions reported.
- 7. It is the responsibility of each bidder before submitting a bid, to familiarize themselves with the specifications and conditions that may affect cost, progress, performance or completion of the project.
- 8. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with generally accepted industry standards.
- 9. Unless otherwise specified, the contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, fuel, appliances, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.
- 10. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Town may require.

The Contractor shall be as fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the Town may exercise over the Contractor under any provision of the Contract documents.

Nothing contained in this bid shall create any contractual relation between any subcontractor and the Town.

- 11. The Contractor shall not assign the whole or any part of this contract or any moneys due or to become without written consent of the Town, which in its sole discretion may be denied. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and or any moneys due or to become due to the contractor shall be subject to prior claims of all person, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.
- 12. The submission of a bid offer will constitute an incontrovertible representation by the bidder that he/she has complied with every requirement of the specifications and that the bid documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance of the work.

# \*\*\*\*<u>A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF</u> THE AWARDED BIDDER\*\*\*\*

#### **INSURANCE INDEMNIFICATION CLAUSE**

The Town of East Hartford is to be named as an "additional insured" and the nature of the project is to be stated on the certificate.

#### INDEMNIFICATION

Contractor agrees to indemnify and hold the Town of East Hartford harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of contractors or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the contractor agrees to indemnify and hold harmless the Town of East Hartford against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford agrees to resist and defend such action proceeding, unless contractor causes the same to be discharged and satisfied.

#### **INSURANCE REQUIREMENTS**

#### A. GENERAL REQUIREMENTS

The **CONTRACTOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONTRACTOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

The insurer shall provide the Town of East Hartford with Certificates of Insurance signed by an authorized representative of the insurance CONTRACTOR(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at lease thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the CONTRACTOR'S responsibility under this contracts.

The **CONTRACTOR** at the **CONTRACTOR'S** own cost and expense , shall procure and maintain all insurance required and shall name the Town of East Hartford as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages.

#### B. SPECIFIC REQUIREMENTS:

#### 1) Workers' Compensation Insurance

The **CONTRACTOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

\$100,000 Each Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

#### 2) Commercial General Liability Insurance

The **CONTRACTOR** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

#### 3) Business Automobile Liablity Insurance

The **CONTRACTOR** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

#### C. OTHER:

The **CONTRACTOR** shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all **professional services contracts only.** 

The Town reserves the right to amends amounts of coverage required and type of coverage provided based on work or service to be performed.

#### D. SUBCONTRACTOR'S REQUIREMENTS:

The **CONTRACTOR** shall require the same insurance that it is required to carry by the Town of East Hartford to be carried by any subcontractors and independent contractors hired by the **CONTRACTOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONTRACTOR** shall require that the Town of East Hartford be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **CONTRACTOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

# RESOLUTION FOR CORPORATIONS AND PROFESSIONAL CORPORATIONS (required)

# (TO BE TYPED ON CORPORATION LETTERHEAD PAPER)

	, Secreta	ry of					
	(Name of Corporation's Secretar	ry)	(Legal name of				
	oration)						
a Co	rporation duly organized and opera	ating under the law	s ofand				
		(State)					
Qual	Qualified and authorized to do business in the State of Connecticut, DO						
	HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Board of Directors of such Corporation, duly convened and held on, at which meeting						
	a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution. I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:						
	RESOLVED: That the following Of	•	oration, or any one				
them	i						
	(Name and	, title of Officer or Of	fficers)				
is en	npowered to execute and deliver in		,				
	oration contracts, bids and other d						
	State of Connecticut, and are further authorized to affix the Corporate Seal to						
such	documents and to bind the Corpo	ration to such conti	racts, bids and other				
docu	ments.						
ll.	IN WITNESS WHEREFORE, the undersigned has affixed his/her signature						
and the Corporate Seal of the Corporation, thisday of							
	·						
(Affix	(Corporate Seal Below)						
(7 (1112	Corporato Coar Bolow)						
		(Typed name of	Corporation's				
Secr	etary)	. • .	•				
		SIGNAT	URE OF SECRETARY				

# Resolution for Limited Liability Company (required) (TO BE TYPED ON LIMITED LIABILITY COMPANY LETTERHEAD PAPER)

of					
(legal name of LLC) A Limited Liability Company duly organized and operating under the laws of and					
(State)					
qualified and authorized to do business in the State of Connecticut, DO					
HEREBY CERTIFY that the following is a true, correct and accurate copy of Resolution duly adopted at a meeting of the Members of such Limited Liabilit Company, duly convened and held on, at which meetin a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been					
modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:  RESOLVED: That the following Members of this Limited Liability Company,					
or any one					
them:					
, (Name and title of Members)					
is empowered to execute and deliver in the name and on behalf of this Limited Liability Company, contracts bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the Limited Liability Company to such contracts, bids and other documents.					
IN WITNESS WHEREFORE, the undersigned have executed this resolution,					
thisday of					
<del></del>					

Have all necessary parties sign and indicate their name and title, such as member, managing member etc..

# Resolution for Partnership (including Limited Partnership and Limited Liability Partnership) (required)

### (TO BE TYPED ON PARTNERSHIP LETTERHEAD PAPER)

The undersigned, all of the partners (or, if a Limited Partnership, all of the	
general partners, or if a Limited Liability Partnership, all of the partners) of	
, a partnership (or, if applicable, a Limited Partnership	
or Limited Liability Partnership) duly organized and operating under the laws of	f
and qualified and authorized to do business in the State of	
Connecticut, DO	
HEREBY CERTIFY that the following is a true, correct and accurate copy of a	
Resolution duly adopted at a meeting of the voting partners of such partnership	)
duly convened and held on, at which meeting a duly	حا ــ
constituted quorum of the voting partners was present and voted in favor of sur Resolution. We further CERTIFY that such Resolution has not been	cn
modified, rescinded or revoked since the date on which it was enacted, and it is	_
at present in full force and effect:	5
RESOLVED: That the following partners, or any one of	
them:	
(Name and title of Partners)	
is empowered to execute and deliver in the name and on behalf of this	
partnership, contracts, bids and other documents to the Town of East Hartford,	
State of Connecticut, and are further authorized to seal to such documents and	k
to bind the partnership to such contracts, bids and other documents.	
IN WITNESS WHEREFORE, the undersigned have signed this resolution of	on,
thisday of	
(day) (month and year)	
<del></del>	

Have all necessary partners sign and indicate their name and title, such as partner, general partner, etc.

#### **Electrical Contractor On-Call Services**

- 1. The Town of East Hartford and East Hartford Public School System are requesting to have available on an "as needed basis" a per hour labor price for an electrician to make electrical repairs to town owned buildings. Low qualified bidder is called first, if unavailable, next qualified bidder will be considered, etc......
  - Owner may also choose to request a firm price for a specific project in which unit pricing will not exceed those proposed herein. Work shall be in accordance to acceptable codes and standards and shall be performed to acceptable "workman like" standards.
- 2. Bidder must have a valid Connecticut masters electricians license. An electrician's helper/apprentice price is also requested to be used on projects where appropriate and approved.
- 3. Bidder must also be available for emergency calls after normal working hours. Normal hours are Monday Friday 7 A.M. until 4:30 P.M.
- 4. Majority of work will be scheduled during normal working hours and the town will attempt to give at least one (1) days notice however with school buildings contractor may be required to perform work after hours and/or weekends.
- 5. Price will be for the labor only per hour associated with the project. This will include but not be limited to: troubleshooting the problem, estimate to complete the work, acquisition of materials, labor on the job, inspection of work by building official.
- 6. Certificate of insurance will be required of <u>awarded bidder</u>.
- 7. Vendor will submit a list of all employees with the bid proposal. List will indicate the years of experience for each employee. If the employee is a licensed electrician, the list will include his or her license number. The contractor shall be responsible for conducting a criminal background check and the ct sex offender registry as to all persons working on district property and in district buildings. This includes all employees of the contractor or any sub-contractor, all independent contractors, casual laborers, workers obtained through union halls or hiring halls, and all other individuals present on district property at any time during the performance of the contract. No person shall be permitted to work on any district property who has been convicted of a felony or who is on the sex offender registry for any state. The contractor must have records available for the district to inspect upon request to verify that background/sex offender checks have been performed on all persons working on district property. The district reserves the right to order the contractor to remove any person from the district's work who the district determines to be a threat to safety of students, district employees, other workers, parents, visitors, or

- otherwise. All workers must follow district regulations and rules as to building access and security.
- 8. Prior to the start of any project, excluding emergency call-ins, the successful bidder will submit in writing an <u>estimate</u> of the number of man-hours required to complete the project. The vendor will also submit a list of materials he or she expects to use on the project. Such materials may be supplied by the vendor at the discretion of the director of public works or his designee.
- 9. All hours shall be documented on the final invoice with start and finish times for each date of work.
- 10. No work will be permitted on any project for any town department without a purchase order provided by the director or his designee.
- 11. The total charge for estimates contained herein shall not exceed 1 man-hour and such charges must be clearly marked on all billing. Estimating charges for more than 1 man hour must be approved in advance.
- 12 Method of payment: upon completion of any project, the vendor will submit billing to the director. The billing shall include the employee classification and the hours worked by each on each date. If materials were purchased through the vendor, each item must be clearly isolated from the labor charges and reflect the percentage mark up on the invoice. Upon acceptance of the project billing the vendor can expect payment within one calendar month. Electrical inspector must sign off on any permits before payment can be processed.
- 13. The vendor is responsible for all permits required for each project and to arrange for all inspections. Town permits will be issued at "no charge." The town must collect a minimal state of Connecticut permit fee.
- 14. **Materials:** contractors shall provide a percentage mark-up for materials with their bid return. Materials used in the performance of this contract are to be supplied at the vendor's invoice price, plus the indicated / bid awarded percentage markup. The Town reserves the right to request copies of invoices for materials furnished from the contractor's supplier. The town also reserves the right, at its discretion, to furnish any required materials on any project.

This on-call service contract cannot exceed five (5) years or \$100,000.00 whichever comes first, per Town Ordinance sec. 10-6(a).

MARCIA A. LECLERC MAYOR

## TOWN OF EAST HARTFORD

(860) 291-7271

FAX (860) 282-4857

PURCHASING DEPARTMENT

# 740 Main Street East Hartford, Connecticut 06108

#### **BID SHEET**

This proposal is made with the understanding that it will be accepted or rejected within sixty days, this may be extended by mutual consent. The undersigned declares that all information and specifications have been examined, understood and makes the following offer:

### Per Attached Specifications - Electrical On-Call Contractor Services

Normal Working Hours (7 A.M. – 4 P.M., Monday	– Friday) – Per Man Hour
Licensed Electrician \$	
Electrician's Helper \$	
After Normal Working Hours - Per Man Hour	
Licensed Electrician \$	
Electrician's Helper \$	
Percentage Mark-Up For Materials	_%
Travel Charges \$	_
TO SUBMIT A BID OFFER, RETURN THIS BID	SHEET PRINT OR TYPE ONLY
	BIDDER
	BYTITLE
Bid procedure questions should be directed to: Michelle Enman, Purchasing Agent @860.291.7271	WRITTEN SIGNATURE
TAX COLLECTOR VERIFICATION	ADDRESS
NO DELINQUENT TAXES OWED BY THE <b>AWARDED</b> BIDDER TO THE TOWN OF EAST HARTFORD, CT	ZIP CODE TELEPHONE
	FAX
	EMAIL